

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Intergovernmental Agreement for Recyclables

DATE: August 19, 2024

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:
~~ANNUAL-~~
~~CAPITAL-~~

COMMISSION ACTION REQUESTED ON: August 19, 2024

PURPOSE: To request Habersham County Commission to approve the Intergovernmental Agreement with Hall County Commission, to accept our OCC (cardboard) and fiber (paper) products for recycling.

BACKGROUND / HISTORY: This agreement will enable Habersham County to sell its OCC cardboard and paper recyclables to Hall County. Our current vendor for paper products will no longer be servicing Habersham County at the end of this quarter. This agreement will allow Habersham County to continue to recycle paper products and not dispose of them into our landfill. This is part of the Recycling initiative that has begun in Habersham County.

FACTS AND ISSUES:

- a. On a monthly basis, Hall County shall issue a payment to Habersham County of one half (1/2) the existing market rate for OCC cardboard delivered in that month.
 - b. On a monthly basis, Hall County shall issue a payment to Habersham County in the amount of \$20.00 a ton for all mixed fiber (paper) products.
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OPTIONS:

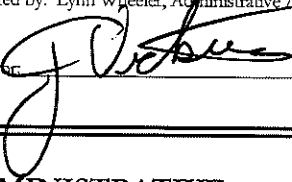
- 1) Approve recommendation for Intergovernmental Agreement for Recyclables with Hall County.
 - 2) Deny recommendation of Intergovernmental Agreement.
 - 3) Commission defined alternative.
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RECOMMENDED SAMPLE MOTION: Move to approve the Intergovernmental Agreement for Recyclables with Hall County.

DEPARTMENT: Solid Waste

Prepared by: Lynn Wheeler, Administrative Assistant & Johnnie Vickers, Director

Director: _____



**ADMINISTRATIVE
COMMENTS:** _____

DATE: _____

County Manager

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
HABERSHAM COUNTY, GEORGIA
INTERGOVERNMENTAL AGREEMENT
FOR RECYCLEABLES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2024 by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Hall County") and **HABERSHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Habersham County").

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers municipalities and counties to cooperate with each other and to that end enter into agreements with each other for up to fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Habersham County desires to provide certain of its non-glass recyclable, mixed fiber, and OCC cardboard materials to Hall County and to have Hall County provide facilities and personnel to receive those recyclables when they are delivered by Habersham County; and

WHEREAS, Hall County is willing to receive non-glass recyclable materials, mixed fiber, and OCC cardboard from Habersham County and provide recycling services as to those non-glass recyclable materials, mixed fiber, and cardboard; and

WHEREAS, Hall County is willing to pay Habersham County at one half (½) the market rate for OCC cardboard only and is willing to pay certain limited amounts for mixed fiber delivery as referenced herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby mutually agree and contract with each other as follows:

I.

RESPONSIBILITIES AS TO RECYCLING MATERIALS

During the term of this Agreement, Habersham County shall bring all of its OCC cardboard, mixed fiber, and single stream recyclable materials with the exception of glass to the Hall County Recycling Center located at 1008 Chestnut Street, Gainesville, Georgia.

II.

PROCESS RESPONSIBILITIES

Whenever Habersham County delivers OCC cardboard, mixed fiber, and/or non-glass recyclable materials to the Hall County Recycling Center, Hall County will immediately determine the weight of all such products and materials upon their arrival at the Center. Habersham County shall then be responsible

for unloading all of the OCC cardboard, mixed fiber, and/or non-glass recyclable materials while at the Center. After unloading all of the materials, Habersham County shall then ensure that the weight of its vehicles is recorded as they exit the Hall County Recycling Center.

III.

PAYMENTS

On a monthly basis, Hall County shall issue a payment to Habersham County in an amount equal to one half (1/2) the existing market rate for all OCC cardboard delivered during that month. The rate shall be adjusted on a monthly basis as necessary to reflect that month's market rate for OCC cardboard. In addition, Hall County shall also issue a monthly payment in the amount of \$20.00 per ton for all mixed fiber delivered each month. But, Hall County shall have a payment obligation which at least 5 tons of total materials are delivered by Habersham County to the Hall County Recycling Center. Habersham County shall submit a monthly invoice to Hall County's Accounts Payable site to trigger the County's monthly payment obligation for OCC cardboard and/or mixed fiber, otherwise Hall County will not be responsible for a monthly payment during a month as to which no invoice is submitted by Habersham County. Other than as discussed herein, Hall County will issue no payment to Habersham County for any single stream non-glass recyclable materials delivered to the Hall County Recycling Center. Habersham County will also supply the Hall County Recycling Center with a W-9 form so that an account may be created on its behalf.

IV.

TERM

This Intergovernmental Agreement shall become effective on the first day of the month following the month of its signature and approval by both parties, and it shall terminate twelve months (365 days) later unless one or more of the parties elects to terminate the Agreement as outlined in Section V below. The parties shall also have up to four options to renew this Intergovernmental Agreement on a yearly basis, and the Agreement will automatically renew on a yearly basis for four additional years unless either party gives notice at any time of its termination pursuant to the provisions in Section V below.

V.

TERMINATION

Any party wishing to terminate this Agreement may do so for any reason it deems appropriate by giving thirty (30) days written notice of such termination to the other party via certified mail with return receipt requested. Such notice shall be sent to the Chairman of the Board of Commissioners of Hall County or Habersham County, as the case may be, with a copy to the County Manager/Administrator of the County at issue.

VI.

ASSIGNMENT

The parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

VII.

COMPLETE AGREEMENT

This Agreement contains all of the terms and conditions of this Agreement and represents the entire Agreement between the parties, and it supersedes any pre-existing agreements or arrangements. There are no understandings, representations, or agreements, written or oral, pertaining to the matters in this Agreement other than those contained herein.

VIII.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

IX.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

X.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

XI.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

XII.

AUTHORIZATION

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

HABERSHAM COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

ATTEST:

_____(SEAL)
Habersham County Clerk